




SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER PR-OMS-21-00270		PAGE OF 1 6						
2. CONTRACT NO. 68HERD20A0008			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 68HERD21F0047			5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL: 			a. NAME Hugo Alcantara			b. TELEPHONE NUMBER (No collect calls) 919-541-1478			8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709					10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 541519 <input type="checkbox"/> 8(A) SIZE STANDARD: \$150.								
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			13b. RATING				
15. DELIVER TO OEI/RTP/NCC US Environmental Protection Agency 109 TW Alexander Dr. Research Triangle Park NC 27709					16. ADMINISTERED BY ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709								
17a. CONTRACTOR/ OFFEROR DELL FEDERAL SYSTEMS L.P. Attn:  1 DELL WAY RR8-30 ROUND ROCK TX 786827000 TELEPHONE NO. 			CODE 149530219		FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP FMC RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		GSA Contract #: GS-35F-0884P DUNS Number: 149530219 Microsoft Software Licenses and Subscriptions - February 2021 Consolidated Order Reference Quote # RBCGTO201210 This BPA Call Order hereby incorporates the GSA Contract No. GS-35F-0884P and Blanket Purchase Agreement (BPA) No. 68HERD20A0008 terms and conditions by reference. (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See Schedule									26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$17,103.90				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.									<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  ELECTRONIC SIGNATURE							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Christopher S. Davis				31c. DATE SIGNED 01/25/2021			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Invoice Approver: Michelle Cuilla</p> <p>Microsoft Software Licenses and Subscriptions - February 2021 Consolidated Order (See Price List for details)</p> <p>FFP</p> <p>Product/Service Code: 7A21</p> <p>Accounting Info: 21-WR-YWDDIT1-000YF8-2509-CDM0PSTN-21YWHIM019-001 BFY: 21 Fund: WR Budget Org: YWDDIT1 Program (PRC): 000YF8 Budget (BOC): 2509 Job #: CDM0PSTN DCN - Line ID: 21YWHIM019-001 Funding Flag: Complete Funded: \$17,103.90 Period of Performance: 02/01/2021 to 04/30/2023</p>				17,103.90

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Schedule

Item	Description/Part Number/Manufacturer	Qty.	Unit	Extended Amount
0001	Microsoft Software Licenses and Subscriptions (See Price List below for details)	1	Lump Sum	\$17,103.90
Total				\$17,103.90

Order Administration

1. N.C. Sales Tax Exempt: North Carolina General Statute 105-164.13(17) and Rule No. 48 Sales and Use Tax Regulations. EPA Federal Tax Identification Number 520852695.

2. Project Officer

Michelle Cuilla is hereby designated as the Project Officer for this requirement. As such, he/she shall:

- 1) Provide all information of a general nature necessary in the performance of this order.
- 2) Be responsible for inspection and acceptance of the services for the certification of invoices.

The Project Officer does not have the authority to issue any technical direction which changes or modifies the scope of work or alter the delivery date or period of performance.

3. Electronic Invoice Submittal

The Contractor is encouraged to submit their invoice electronically. For information in this submittal process, please review the following website <https://www.epa.gov/financial/contracts> and see “**Instructions for Submitting Invoices Electronically**” section.

Clauses

Clauses Incorporated by Full Text

4. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

5. 1552.232-74 Payments—Simplified Acquisition Procedures Financing. (JUN 2006)

Simplified acquisition procedures financing in the form of **NET 30** will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer's Representative: The items procured on this Order are products and as such, payment shall be **NET 30** with receipt of a properly documented invoice and subject to the Prompt Payment Act.

(End of Clause)

Quote #	PR #	Deliver To	Program Office	GSA Part Number	Product Name	QTY	Unit Price	Unit (Each or Months)	Extended Price
					Total				\$17,103.90